



FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
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To: Tom Johnston, Purchasing Manager
From: Ryan Wolford, Division Chief of Administrative Services
CC: Mack Borchardt, Fire Chief
Ron Patterson, Assistant. City Manager
Date: 9/18/2008
Re: Biocare Medical Control Open Purchase Order Request

Please find the attached Open Purchase Order request to EMS Biocare Medical Control/Methodist Medical Center Dallas. Biocare provides physician oversight as well as continuing education for Frisco Fire Department emergency medical services operations. FY 09 fees have been established at \$68,550 of which \$46,050 is for medical control services. The Service fee is \$.50 times the number of residents in the City per the North Central Texas Council of Governments calculations, which for FY09 is 92,100 residents. The remaining \$22,500 is reserved for continuing education for Frisco Fire Department personnel to maintain required certifications. Attached is the fully executed Ambulance Support Services Agreement along with the fee proposal. Invoice and payment will occur on a quarterly basis.

This purchase is consistent with and fully funded in Our FY2009 operating budget – 100-35 37-68900

We respectfully request that this item be placed on the upcoming City Council agenda for consideration. Please feel free to contact me should you have any questions as regards this item. I may be reached at (972) 292-6311 or rwolford@friscofire.com.

AMBULANCE SUPPORT (BLS AND ALS) SERVICES AGREEMENT

This AMBULANCE SUPPORT SERVICES AGREEMENT (The "Agreement"), executed this 26th day of June, 2008, by and between the City of Frisco, Texas, a Texas home-ruled municipal corporation ("City") and Methodist Hospitals of Dallas d/b/a Methodist Dallas Medical Center, a Texas non-profit corporation ("Biocare");

WITNESSETH:

WHEREAS, City owns and operates directly or through a fire department an ambulance service;

WHEREAS, **Biocare** can offer medical control, formal training, continuing education, and other BLS and ALS support services to municipal corporations and private companies providing emergency services; and transport services;

WHEREAS, the City desires to engage **Biocare**, and **Biocare** desires to be engaged by the City, to provide certain support services for the City's emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and **Biocare** do hereby agree as follows:

I.

OBLIGATION TO PROVIDE BASIC AND ADVANCED LIFE SUPPORT SERVICES AND PAYMENT THEREFORE

- 1.1 Obligation to provide Ambulance Support Services. During the term (as defined in Section 1.3 hereof) of this Agreement, and subject to the conditions and provisions hereof, **Biocare** will provide the City with the services described in Article II of this Agreement.
- 1.2 Payments for Ambulance Support Services.
- (i) Service Fee. In consideration for **Biocare** providing the City with medical control services described in Section 2.1 hereof, the City will pay **Biocare** \$.50 per annum based upon a population of eighty-four thousand six hundred (84,600) for medical control equaling a total annual fee of forty-two thousand three hundred dollars (\$42,300.00). Population numbers used for calculating the Service fee are based on the number of residents in the City per the North Central Texas Council of Governments calculations.
 - (ii) Continuing Education Fee. Additionally, in consideration for **Biocare** providing the City with continuing education services described in Section 2.3 hereof, the City will pay **Biocare** twenty-two thousand five hundred dollars (\$22,500.00) per year.
 - (iii) Payment: Total Service Fee and Continuing Education Fees are sixty-four thousand eight hundred dollars (\$64,800.00) and payable quarterly, in advance, on the first business day of January, April, July and October of each year.
 - (iv) Formal Training Fee. In consideration of the formal training services to be provided by **Biocare** to the City pursuant to Section 2.2 hereof, the City will pay (or require its emergency first responder employees to pay) such per student charges as **Biocare** may, from time to time, reasonably establish for providing formal training courses (the "Formal Training Fee"). The Formal Training Fee shall be due and payable in full at the commencement of the formal training course to which the Formal Training Fee relates. If the City is dissatisfied with the amount of the Formal Training Fee, or requires the use of different formal training courses, the City may use formal training courses provided by third parties.
 - (v) Price Changes. **Biocare** may change the amounts of the Service Fee and Continuing Education Fee set forth in subpart (i) and (ii) respectively of this Section upon forty-five (45) days' prior written notice to the City; provided, however, the City may, as a result of any increase in the Service Fee or Continuing Education Fee, terminate this Agreement upon thirty (30) days' prior written notice to **Biocare**.

- 1.3 Term. The effective date of this Agreement shall be _____ (the "Term"). Unless otherwise terminated as provided herein, this Agreement will continue for an initial term of two (2) years. Upon completion of the initial two (2) year term, this Agreement will be automatically renewed for an additional two (2) year renewal period unless either party provides the other with ninety (90) days prior written notice of its election to terminate this Agreement. Correspondingly, upon termination of the initial two (2) year renewal period or any subsequent two (2) year renewal period, this Agreement will continue to be automatically renewed for two (2) year periods unless either party provides the other with ninety (90) days prior written notice of its election to terminate this Agreement. This Agreement is subject to annual appropriation by the City and may be terminated by either party, at any time, without cause, by giving the other party ninety (90) days written notice. Notwithstanding the above provisions, in the event the City experiences a funding shortage, this Agreement can be terminated by the City immediately upon written notification and submission of documentation of the funding shortage. The parties may negotiate amendments or a new agreement at the end of the Term, if desired

II. DESCRIPTION OF AMBULANCE SUPPORT SERVICES PROVIDED BY SAMPLE

- 2.1 Medical Control. During the Term of this Agreement, **Biocare** will arrange, provide or conduct the following:
- (i) On-line Medical Control Function. **Biocare** will arrange for on-line medical direction to the City's ambulance service personnel on a continuous, twenty-four (24)-hour basis on each day of the week. The parties understand and acknowledge that the only obligation being undertaken by **Biocare** herein is to arrange for medical direction and medical control to be provided by an independently practicing physician group which provides emergency medical care coverage at **Methodist Dallas Medical Center**, which group shall use established guidelines and medical protocols through voice contact and, if possible, appropriate cardiac-telemetry signals between the emergency physician on duty in the Emergency Department at **Methodist Dallas Medical Center** in Dallas, Texas, and a representative of the City's emergency service. In this regard, the parties understand and acknowledge that all medical direction and medical control provided under this Agreement is being provided by physicians who are not employees or agents of **Biocare**, and that at no time does **Biocare** have or exercise any right of control over the professional medical advice and services provided by such independently practicing physicians.
 - (ii) Off-line Medical Control. **Biocare** will provide the City with off-line medical control by assisting City in its efforts to establish guidelines and treatment protocols that the City can use to monitor and evaluate the quality of patient care provided by the City's emergency personnel. For the purpose of providing such off-line medical control, **Biocare** will establish an Advisory Board, consisting of the Director of Emergency/Trauma Services at **Methodist Dallas Medical Center**, the Emergency Department Clinical Manager, the Emergency Services Medical **Biocare** Director or his designee, a paramedic, and such other or different personnel as **Biocare** may determine to be appropriate. The function of this board will be to solely to make recommendations to the City on matters presented to it for review. It shall be the City's sole and independent responsibility to determine what if any action should be taken.
 - (iii) Patient Chart and Case Reviews. **Biocare** will conduct, in accord with **Biocare's** routine practices, on an individual basis for each emergency provider of City, patient chart and case reviews in an effort to increase report completeness and improved pre-hospital patient care. As mutually agreed upon, **Biocare** will provide a representative to observe actual patient contact's and station visits.
- 2.2 Formal Training. During the Term of this Agreement, and at the request of City, **Biocare** will, from time to time, provide all or a portion of the below-listed formal training courses for paramedic emergency medical technicians and basic emergency technicians employed by the City's Emergency First Responder Service These hours are subject to change per the Texas Department of Health. These services will be available for an additional fee.

Basic Paramedic (EMT-P) Course	1100	Hours
Paramedic (EMT-P) Refresher Course	96	Hours
Basic EMT Course	240	Hours
EMT Refresher Course	40	Hours

Biocare will not offer any formal training course unless a minimum of ten students can be enrolled therein.

2.3 Continuing Education. During the Term of this Agreement, **Biocare** will offer continuing education courses and opportunities to employees of the City's service. Continuing education activities are based on state certification requirements, National Registry requirements and/or the City's quality evaluation data.

- (i) Continuing Education Modules. **Biocare** will sponsor or conduct continuing education modules at a location mutually agreeable to **Biocare** and the City. Each continuing education module will consist of a didactic and/or skills review program. This will allow the participant to receive continuing education credit. The continuing education format will be a combination of lectures, station skills practice, distributive/computer based lectures and other formats deemed appropriate by both parties. Fees for this section are outlined in Section 1.2 (ii).
- (ii) Miscellaneous Continuing Education. **Biocare** will permit employees of the City's service to attend or otherwise participate in miscellaneous adjunct continuing education programs for which participants can receive continuing education credit. These continuing education programs include (i) the EMS Resources Paramedic and EMT Refresher Courses; and (ii) onsite continuing education classes offered at Methodist Medical Center. A fee will be charged for certain courses.

III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the City. The City represents and warrants to, and agrees with, **Biocare** as follows:

- (i) The City has full power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement by the City will not constitute default under, or violate any provision of, the City's charter or any agreement to which the City is a party or any statute, rule, regulation, judgment or order by which it is bound.
- (ii) The City has, and will at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The City will at all times operate the emergency service in accordance with all-applicable laws and regulations.

3.2 Representations and Warranties of Biocare. **Biocare** hereby represents and warrants to, and agrees with, the City as follows:

- (i) **Biocare** is duly organized, validly existing and in good standing as a non-profit corporation organized under the laws of the State of Texas and will remain in this condition throughout the term of this Agreement.
- (ii) **Biocare** has full power and authority to execute and deliver this Agreement. The execution and delivery of this agreement by **Biocare** will not constitute default under, or violate any provision of, the Articles of Incorporation or Bylaws of **Biocare** or any agreement to which **Biocare** is a party or any statute, rule, regulation, judgment or order by which it is bound.

IV.
INSURANCE AND INDEMNIFICATION

- 4.1 City's Insurance. The City has in effect liability insurance or a program of self-insurance to protect against claims arising from the operation of its emergency service activities. The City has adequate reserves to respond to claims.
- 4.2 Biocare's Insurance. Biocare has insurance or a program of self-insurance covering general and professional liability claims with limits of insurance of at least one million (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate.
- 4.3 Indemnification by the City. The City will indemnify and hold harmless, to the extent authorized by law, Biocare and its directors, officers, physicians, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of the City and its emergency responder service, public officials, employees and agents arising from or in connection with the City's emergency first responder service or the activities of the City relating to or otherwise affecting this Agreement.
- 4.4 Indemnification by Biocare. Biocare will indemnify and hold harmless the City and its public officials, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of Biocare and its directors, officers, physicians, employees or agents arising from Biocare's performance of services under this Agreement, including physicians carrying out duties pursuant to this Agreement, arising from or in connection with Biocare's involvement with the City's emergency ambulance service or the services provided by Biocare to the City pursuant to this Agreement.
- 4.5 Nonwaiver of Defenses Under the Texas Tort Claims Act. Nothing in this Agreement shall in any way diminish or otherwise adversely affect any rights which the City may have as to any claimant or plaintiff to assert defenses available to the City under the Texas Tort Claims Act (Chapter 101 of the Texas Civil Practices and Remedies Code) or any other statutory or common law defenses available to municipalities in the State of Texas.

V.
MISCELLANEOUS PROVISIONS

- 5.1 Notices. Any notice required or permitted pursuant to this Agreement will be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid, and if addressed (i) to Biocare, to Methodist Hospitals of Dallas, Post Office Box 655999, Dallas, Texas, 75265-5999, to the attention of President, and if to the City, to the address set forth below under the City's signature.
- 5.2 Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.
- 5.3 Entire Agreement; Amendment. This Agreement constitutes the complete and final understanding of the parties with respect to the performance of services hereunder and supersedes any prior or contemporaneous understanding or agreement, whether written or oral, concerning such services, specifically including superseding any current agreement between the parties for the services and things being provided under this Agreement. This Agreement may be amended only in writing executed by both parties hereto.
- 5.4 Independent Contractors. This Agreement may not be interpreted or construed to create an association, joint venture, joint enterprise, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party has any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party. The parties to this Agreement are, and shall be considered for all purposes, independent contractors. To that end, it is understood by the parties that at all times Biocare shall neither have a right to nor exercise any control or direction over the medical judgment of any of the individuals ("EMS Provider") assigned by City to provide emergency services in connection with City's emergency services program.

Nothing herein is intended nor shall be construed as giving that degree of control or direction on the part of **Biocare** that creates an employer-employee, joint venture, joint enterprise or landlord/tenant relationship between **Biocare** and any EMS Provider. It is expressly agreed that no EMS Provider will for any purpose be deemed to be an ostensible or apparent agent or servant of **Biocare** nor shall **Biocare** and **City** or any EMS Provider share in any pecuniary or community interest related to the provision of emergency services by any **City** or any EMS Provider.

- 5.5 Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, the **City** and **Biocare** and their respective successors and assigns; provided however, neither the **City** nor **Biocare** may assign this Agreement without the prior written consent of the other party hereto.
- 5.6 Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5.7 Waiver. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver of other instances.
- 5.8 Headings. Headings in this Agreement are for the convenience of the parties and are not to be used in construing this document.
- 5.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 5.10 Sovereign Immunity. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement

IN WITNESS WHEREOF, the **City** and **Biocare** have executed this Agreement as of the date first above written.

CITY

Biocare

Gary Purboy

Sam Ruffing
Sam Ruffing, Vice President Administration

Date: June 24, 2008

Date: 5/23/08

Address:

Address:

6101 Frisco Square Blvd.
Frisco, Texas 75034

1441 N. Beckley Ave.
Dallas, Tx 75203

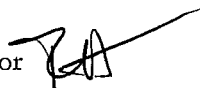
Memo

EMS Education/Biocare Medical Control
P.O. Box 655999
Dallas, Texas 75265-5999

1441 N. Beckley Ave.
Pavilion 1 Suite 350
Dallas, Texas 75203

Date: 05/15/08

From: Rich Henkel, Director



To: Ryan Wolford, Frisco Fire Department

RE: 2009 Medical Control and CE Fees

Thank you for your support of Methodist Health System's EMS Education and Biocare Medical Control program. I trust you have seen a positive change in our services during the 2008 fiscal year and we look forward to even more exciting changes in the future. The changes are a result of the meetings that I conducted with you in November and December. Please continue to let us know how we can change to better serve you.

As customary around this time of the year, you will find listed below the proposed fee schedule for the upcoming budget year. There is no increase in the continuing education costs and we will continue the schedule as previous discussed unless you recommend changes are needed. Any changes in price are based solely on the population changes noted on the North Central Texas Council of Governments population demographics.

Thank you for your continued support, and feel free to contact me to discuss any concerns that you may have.

Medical Control and Continuing Education for October 2008 – September 2009

Medical Control Fees	\$46,050
NCTCOG Pop. 92,100	

Continuing Education -	\$22,500
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Total	\$68,550
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